

**SNMP RESEARCH, INC. and SNMP  
RESEARCH INTERNATIONAL, INC.,**

**V.**

## Defendants.

## Jury Demand

I, Dr. Jeffrey D. Case, declare and attest as follows:

5. I believe in the accuracy of what I wrote in the copyright applications that I filled out

for SNMP Research. I did not write anything on the application that I knew, believed, or suspected to be incorrect.

6. Each copy of the SNMP Research source code that I provided to the Copyright Office for deposit included the following language:

This software is furnished under a license and may be used and copied only in accordance with the terms of such license and with the inclusion of the above copyright notice. This software or any other copies thereof may not be provided or otherwise made available to any other person. . . . This software is an unpublished work subject to a confidentiality agreement and is protected by copyright and trade secret law. Unauthorized copying, redistribution or other use of this work is prohibited. The above notice of copyright on this source code product does not indicate any actual or intended publication of such source code.

7. At no time did anyone from the Copyright Office suggest that there was any inconsistency between prior licensing, disclosed on the source code deposit copies, and my selecting “unpublished” on the copyright applications.

8. For more than two decades before I registered with the Copyright Office (and after I registered as well), it was the custom and practice of the SNMP Research companies to include the above-quoted language in SNMP Research source code sent to customers. Consistent with that, at the time I filled out SNMP Research’s copyright registration applications in 2011, I selected “unpublished” on the copyright applications rather than “published” because I did not think that SNMP Research had “published” the software to the general public just by having licensed (that included restrictions) the software to various entities.

9. Defendant Extreme Networks Inc. (“Extreme”) and former Defendant Brocade Communications Systems LLC (“Brocade”) received SNMP Research source code starting in 2001 pursuant to a license with the above quoted language stating that the software was unpublished.

10. Prior to this lawsuit, I am not aware of any contention or suggestion from Extreme that there was any inconsistency between SNMP International licensing its software to Extreme yet the software still being unpublished.

11. Prior to this lawsuit, I am not aware of any contention or suggestion from Brocade that there was any inconsistency between SNMP International licensing its software to Brocade yet the software still being unpublished.

12. Extreme and Brocade knew of their own non-exclusive licenses with SNMP International, yet neither ever claimed or even suggested that there was any inconsistency between the existence of SNMP International's licenses and its software still remaining unpublished. This is true with respect to other licensees as well, despite the fact that over the years many lawyers have been involved in those licensing negotiations.

13. I was not aware that IBM listed SNMP Research International, Inc. on IBM's copyright registrations for TX0006257219; TX0005682300; TX0005666512; TX0005666513; TX0005666514; TX0005666507. I was neither notified of nor involved in the registration process for these works.

Executed this 31<sup>st</sup> of March, 2023, at Knoxville, Tennessee.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/   
Dr. Jeffrey D. Case